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May 24, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505


Re: Petition of MCI WorldCom to Enforce Interconnection Agreement with
BellSouth
Docket No. 99-00662

Dear David:

Please find enclosed the original and thirteen copies of the rebuttal testimony of
Ronald Martinez filed on behalf of MCI WorldCom, Inc. in the above-captioned proceeding.

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:


Henry Walker

HW/nl

c: Guy Hicks, counsel for BellSouth
Attachment

IN RE: PETITION OF MCI)
WORLDCOM TO ENFORCE) DOCKET NO. 99-00662
INTERCONNECTION)
AGREEMENT)

MCImetro ACCESS TRANSMISSION SERVICES, INC.

0647688.01
058100-050 05/24/2000

1 **BEFORE THE TENNESSEE REGULATORY AUTHORITY**

2 **REBUTTAL TESTIMONY**

3 **OF**

4 **RONALD MARTINEZ**

5 **ON BEHALF OF MCI WORLDCOM, INC.**

6 **AND**

7 **MCImetro ACCESS TRANSMISSION SERVICES, INC.**

8 **DOCKET NO. 99-00662**

9
10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY ?**

11 A. The purpose of my testimony is to rebut the testimony of BellSouth witness Jerry Hendrix.
12 Specifically, my testimony will address the meaning of the contractual provisions defining
13 the term “local traffic” and the industry’s understanding of when a call terminates as well
14 as the contractual provisions dealing with the symmetrical nature of reciprocal
15 compensation rate levels.

16 **Q. DID YOU NEGOTIATE THESE PROVISIONS OF THE CONTRACT ON BEHALF**
17 **OF MCIMETRO ?**

18 A. Yes.

19 **Q. WAS MR. HENDRIX PRESENT DURING THE NEGOTIATIONS OF THESE**
20 **CONTRACT PROVISIONS ?**

21 A. No.

22 **Q. WHAT ARE YOUR COMMENTS ON MR. HENDRIX’S DISCUSSION OF THE**

**CONTRACTUAL PROVISIONS CONCERNING LOCAL CALLS AND CALL
TERMINATION ?**

A. Mr. Hendrix and I agree that the pertinent section of the interconnection agreement between BellSouth and MCImetro is found at Section 2.2.1 of Attachment IV of the agreement. However, Mr Hendrix leaves out the last sentence of that section which states that “ the terms Exchange and EAS exchanges are defined and specified in Section A.3 of BellSouth’s General Subscriber Service Tariff”. Beyond agreement as to the appropriate contractual language that the TRA will need to construe, I disagree with Mr. Hendrix description of “call termination”.

**Q. WHAT IS YOUR DISAGREEMENT WITH MR. HENDRIX’S DESCRIPTION OF
CALL TERMINATION ?**

A. As an initial matter, Mr. Hendrix statements that local calls to internet service providers do not terminate locally is simply wrong. At the time of the negotiation of the contract, the understanding within the industry was that a call is completed or terminated when BellSouth delivers the local seven or ten digit dialed call to the MCImetro switch, the MCImetro switch seizes the called party’s line, receives answer supervision and opens the path for the BellSouth customer to communicate with the MCImetro customer. This industry understanding is today, and was at the time of the negotiations, also reflected in BellSouth’s General Subscriber Service Tariffs (GSST). There was really no dispute about this issue at the time of the negotiations, despite Mr. Hendrix’s reference to some FCC pronouncements made some two years after the fact in 1999.

Q. HAVE YOU REVIEWED THE TRA’S DECISION IN THE RECENTLY CONCLUDED

1 **HYPERION CASE (DOCKET NO. 98-00530)?**

2 A. Yes. The language being construed by the TRA defining “local traffic” in the Hyperion
3 case is the exact same language that is contained in the MCImetro interconnection contract.

4 This is not surprising since the two contracts were signed only three days apart during the
5 first week of April, 1997. Furthermore, The TRA’s analysis of call completion and
6 termination definition in the BellSouth GSST tariff is dead on point and further evidence
7 of the industry’s understanding of these terms at the time that I described above.

8 **Q. WHAT ARE YOUR COMMENTS ON MR. HENDRIX’S DISCUSSION**
9 **ON MCIMETRO’S CONTRACTUAL RIGHT TO RECEIVE**
10 **RECIPROCAL COMPENSATION AT THE SAME RATE LEVELS**
11 **THAT BELL SOUTH BILLS TO MCIMETRO?**

12 A. Mr. Hendrix’s discussion on this point ignores the contractual language that
13 is in effect between our two companies. Paragraphs 2.4.1 and 2.4.2 of the
14 interconnection agreement state very clearly that the rates to be charged by
15 each party to the other for reciprocal compensation are to be symmetrical.

16 “ 2.4.1 When calls from MCIm are terminating on BellSouth’s network
17 through the BellSouth tandem, MCIm will pay to BellSouth dedicated
18 transport charges from the IP to the tandem for dedicated or common
19 transport. MCIm shall also pay a charge for tandem switching, dedicated
20 or common transport to the end office (with mileage calculated at the
21 weighted average of all end offices subtending the tandem), and end office
22 termination.

23 2.4.2 When BellSouth terminates calls to MCIm’s subscribers using
24 MCIm’s switch, BellSouth shall pay to MCIm dedicated transport charges
25 from the IP to the MCIm Switching Center for dedicated or common
26 transport. **BellSouth shall also pay to MCIm a charge symmetrical to its**
27 **own charges for tandem switching, tandem-to-end office transport, and**
28 **end office termination** *as identified in Section 2.4.1”
29

1 (*language bolded for emphasis only.)
2

3 Attachment I of the interconnection agreement contains the Price Schedule.

4 (Attached as Exhibit 1) This price schedule reflects the rates that were
5 established by the TRA in the MCI - BellSouth arbitration. For
6 "Interconnection Through the BellSouth Tandem", the reciprocal
7 compensation rate is \$.005/mou. For "Direct End Office Interconnection",
8 the reciprocal compensation rate is \$.004/mou. Further, as can be seen
9 from this Price Schedule, these composite rates, established by the TRA,
10 were calculated by adding up the different functional components that are
11 described in Paragraphs 2.4.1 and 2.4.2 – i.e. tandem switching, tandem-
12 to-end office transport and end office switching.

13 My understanding is that BellSouth has been billing MCI a reciprocal
14 compensation rate of \$.005/mou. Pursuant to the interconnection
15 agreement, MCI has been billing BellSouth a symmetrical reciprocal
16 compensation rate of \$.005/mou.

17 **Q. DOES THIS CONCLUDE YOUR TESTIMONY**

18 **A. Yes.**

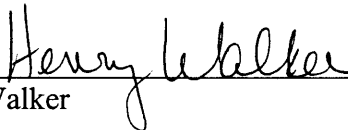

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on the parties of record, via U.S. First Class Mail and/or Hand Delivery on this the 24th day of May, 2000.

Richard Collier, Esq.
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0500

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
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Bennett L. Ross, Esq.
BellSouth Telecommunications, Inc.
Suite 4300, BellSouth Center
675 W. Peachtree Street, NE
Atlanta, GA 30375


Henry Walker 

MCImetro-BellSouth Tennessee Interconnection Agreement

EXHIBIT

1

TABLE 1
TENNESSEE RATES FOR UNBUNDLED NETWORK ELEMENTS

TRANSPORT AND TERMINATION

Interconnection Through the BellSouth Tandem			
	<u>Units</u>	<u>Rate</u>	<u>Charge</u>
DS1 Local Channel - MCI to BellSouth serving office	1	133.81	133.81
DS1 Interoffice Channel - BellSouth serving office to BellSouth Tandem			
Per Channel	1	90.00	90.00
Per Channel, per mile	7	23.00	161.00
DS1 Total			384.81
DS1 per minute of use, at 216,000 minutes per DS1 per month			0.001782
Tandem Switching	1	0.0007	0.000676
Common Transport - per mile	7	0.00004	0.00028
Common Transport - Facilities Term.	1	0.00036	0.00036
End Office Switching	1	0.0019	0.0019
Total Interconnection Charge per minute			0.0050
Direct End Office Interconnection			
	<u>Units</u>	<u>Rate</u>	<u>Charge</u>
DS1 Local Channel - MCI to BellSouth serving office	1	133.81	133.81
DS1 Interoffice Channel - BellSouth serving office to BellSouth Term End Office			
Per Channel	1	90.00	90.00
Per Channel, per mile	10	23.00	230.00
DS1 Total			453.81
DS1 per minute of use, at 216,000 minutes per DS1 per month			0.002101
End Office Switching	1	0.0019	0.0019
Total Interconnection Charge per minute			0.0040